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Standard Register Company and Graphic Communications Conference/International Brotherhood of Teamsters, Local 582–M, CLC. Case 5–CA–32798

February 28, 2006

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN
AND SCHAUMBER

This is a refusal-to-bargain case in which the Respondent is contesting the Union’s certification as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on December 7, 2005, the Acting General Counsel issued the complaint on December 21, 2005, alleging that the Respondent has violated Section 8(a)(1) and (5) of the Act by refusing the Union’s request to bargain following the Union’s certification in Case 5–RC–15868. (Official notice is taken of the “record” in the representation proceeding as defined in the Board’s Rules and Regulations, Secs. 102.68 and 102.69(g); *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer admitting in part and denying in part the allegations in the complaint.¹

On January 9, 2006, the General Counsel filed a Motion for Summary Judgment. On January 12, 2006, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed a response.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain, but contends that the Union’s certification is invalid because the Board erred in overruling its objections to the election in the representation proceeding.

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor does it allege any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any

¹ The Respondent’s answer denies knowledge or information sufficient to form a belief concerning the complaint allegation that the charge was filed on December 7, 2005. The answer, however, admits that the Respondent received a copy of the charge on December 8, 2005. Further, copies of the charge and the certificate of service are included in the documents supporting the General Counsel’s motion, showing the filing date as alleged, and the Respondent does not contest the authenticity of these documents.

representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the General Counsel’s Motion for Summary Judgment.²

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, an Ohio corporation with an office and place of business in Salisbury, Maryland, has been engaged in the business of printing forms and booklets.

During the 12-month period preceding issuance of the complaint, the Respondent, in conducting its business operations described above, purchased and received at its Salisbury, Maryland facility, products, goods, and materials valued in excess of \$50,000 directly from points located outside the State of Maryland.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that Graphic Communications Conference/International Brotherhood of Teamsters, Local 582–M, CLC (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Certification

Following the election held June 10, 2005, the Union was certified on November 17, 2005, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time production and maintenance employees employed by the Employer at its Salisbury, Maryland facility including press room employees, collators, raw material handlers, finished goods material handlers, pre-press employees, maintenance employees, press production helpers, collating helpers, special machine operators, shipping and receiving employees, general custodians, warehouse employees and forklift operator employees; but excluding all office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

The Union continues to be the exclusive representative under Section 9(a) of the Act.

B. Refusal to Bargain

On about November 29, 2005, the Union, by letter, requested that the Respondent bargain collectively with it as the exclusive collective-bargaining representative of the certified unit. Since about November 29, 2005, the

² Consequently, we deny the Respondent’s request that a hearing be scheduled in this proceeding.

Respondent has failed and refused to recognize and bargain with the Union.

CONCLUSION OF LAW

By failing and refusing since November 29, 2005, to bargain with the Union as the exclusive collective-bargaining representative of employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(1) and (5) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), *enfd.* 328 F.2d 600 (5th Cir. 1964), *cert. denied* 379 U.S. 817 (1964); *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), *enfd.* 350 F.2d 57 (10th Cir. 1965).

ORDER

The National Labor Relations Board orders that the Respondent, Standard Register Company, Salisbury, Maryland, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with Graphic Communications Conference/International Brotherhood of Teamsters, Local 582-M, CLC, as the exclusive bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time production and maintenance employees employed by the Employer at its Salisbury, Maryland facility including press room employees, collators, raw material handlers, finished goods material handlers, pre-press employees, maintenance employees, press production helpers, collating helpers, special machine operators, shipping and receiving employees, general custodians, warehouse employees and forklift operator employees; but excluding

all office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

(b) Within 14 days after service by the Region, post at its facility in Salisbury, Maryland, copies of the attached notice marked "Appendix."³ Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 29, 2005.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 28, 2006

Robert J. Battista,	Chairman
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Wilma B. Liebman,	Member
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Peter C. Schaumber	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

³ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain with Graphic Communications Conference/International Brotherhood of Teamsters, Local 582-M, CLC, as the exclusive bargaining representative of the employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL NOT, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All full-time and regular part-time production and maintenance employees employed by us at our Salisbury, Maryland facility including press room employees, collators, raw material handlers, finished goods material handlers, pre-press employees, maintenance employees, press production helpers, collating helpers, special machine operators, shipping and receiving employees, general custodians, warehouse employees and forklift operator employees; but excluding all office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

STANDARD REGISTER COMPANY